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IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY

**STIPULATION BETWEEN THE UNITED STATES  
AND ULYSSES ASSET SUB II, LLC**

The undersigned parties stipulate as follows:

1. For the property commonly known as 572 Wyckoff Mills Road, Howell Township, New Jersey (Block 143, Lot 26.01 and Block 143, Lot 26.01; Qual T01) (hereinafter, the "572 Wyckoff property"), the United States filed a notice of federal tax lien on January 16, 2018, in the Office of the County Clerk of Monmouth County against Shant Hovnanian, listing the Adelphia Water Company as his nominee.

2. Ulysses Asset Sub II, LLC (hereinafter “Ulysses Asset Sub II”) has an easement/leasehold interest in the 572 Wyckoff property related to its use of the property and its operation of a wireless communications site. More specifically, on or about September 29, 2010, Adelphia Water Company a/k/a Adelphia Water Company, Inc., and Ulysses Asset Sub II, as

successor-in-interest to T6 Unison Site Management LLC, entered into a Wireless Communication Easement and Assignment Agreement, which was recorded in the Office of the Monmouth County Clerk on October 13, 2010, in Book OR-8854, Pages 7296, *et seq.*, as Instrument No. 2010095810. Pursuant to the Wireless Communication Easement and Assignment Agreement, Ulysses Asset Sub II was assigned all rights, title, and interest to that certain (i) Communications Site Lease Agreement (Water Tower) dated October 25, 2000, between Nextel of New York, Inc. d/b/a Nextel Communications and Adelphia Water Company, (ii) Lease Agreement dated April 2, 2002 between Adelphia Water Company, Inc. and A Cellular Telephone Company d/b/a AT&T Wireless, and (iii) Tower Lease (as disclosed by the Memorandum of Lease dated June 28, 2004) between Adelphia Water Company, Inc. and Omnipoint Facilities Network 2, LLC (collectively, with the Wireless Communication Easement and Assignment Agreement, the “easement/leasehold interests”). The easement/leasehold interests shall remain in full force and effect in accordance with its/their terms and shall not be extinguished or otherwise affected by the proceedings made subject of this action. Any sale, transfer or conveyance of the 572 Wyckoff property shall be subject to the easement/leasehold interests, which run with the land.

3. On March 28, 2018, judgment was entered in favor of Ulysses Asset Sub II, and against Adelphia Water Company, Inc. and Adelphia Sewer Company, Inc., in the principal amount of \$216,021.48, in connection with the lawsuit filed in the Superior Court of New Jersey under Docket Number MON-L-230-15 (the “Ulysses Judgment”). The Ulysses Judgment was docketed on April 2, 2018, and bears Judgment Number J-055959-18. Through August 17, 2020, post-judgment interest has accrued in accordance with New Jersey Court Rule 4:42-11 in the total amount of \$17,772.95. Accordingly, the amount of the Ulysses Judgment is \$233,794.43 as of

August 17, 2020, and it has a post-judgment interest per diem of \$26.63 for year 2020. The per diem rate beyond year 2020 is to be determined.

4. Ulysses Asset Sub II does not object to the sale or conveyance of the 572 Wyckoff property, provided that any such sale is expressly subject to the terms and conditions of this Stipulation as to the 572 Wyckoff Mills property.

5. Should the 572 Wyckoff property be sold, the proceeds of the sale should be distributed in the following order:

- a. To the United States for any costs of sale, including real estate taxes,
- b. To the United States to pay the tax liabilities of Shant Hovnanian for the income tax liabilities for the years 2002-2004 and 2007,
- c. To Ulysses Asset Sub II to pay the Ulysses Judgment, and
- d. Any remaining funds to Shant Hovnanian.

6. The United States withdraws any claims that it may have, if any, in the Complaint (and proposed Supplemental Complaint) that the nominee lien and these foreclosure proceedings extinguish any of the easement/leasehold interests referenced in paragraph 2, herein. Ulysses

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Asset Sub II does not claim an interest in the 520 Navesink River Road property or the Village Mall property (as such properties are defined in the Complaint and proposed Supplemental Complaint).

Date: May 12, 2022,

*/s/ Ari D. Kunofsky*  
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